

1 SHANNON L. GUSTAFSON (SBN 228856)  
2 [sgustafson@lynberg.com](mailto:sgustafson@lynberg.com)

2 EDWARD J. SOUTHCOTT (SBN 305701)  
3 [esouthcott@lynberg.com](mailto:esouthcott@lynberg.com)

3 **LYNBERG & WATKINS**

4 A Professional Corporation

4 1100 W. Town & Country Road, Suite #1450  
5 Orange, California 92868  
5 (714) 937-1010 Telephone  
6 (714) 937-1003 Facsimile

6 Attorneys for Defendants COUNTY OF SAN BERNARDINO,  
7 SARAH VENCILL, DEJA HILL and RONALDO UYKIMPANG

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10

11 COOPER EVAN ROBINSON, A  
12 Person Who Lacks Legal Capacity, By  
13 And Through His Guardian Ad Litem,  
14 KIM ROBINS, individually,

15 Plaintiff,  
16 vs.

17 COUNTY OF SAN BERNARDINO, a  
18 Governmental Entity; DEJA HILL, RN,  
19 individually; SARAH VENCILL, RN,  
20 individually; INDERPAL DHILLON  
21 MD, individually; RONALDO  
22 UYKIMPANG, MD, individually and  
23 DOES 1 through 10, inclusive,

24 Defendants.

CASE NO: 5:24-cv-01871-CBM(SPx)

*Assigned for All Purposes to:  
Honorable Consuelo B. Marshall  
Courtroom 8D*

**[DISCOVERY MATTER] before  
Magistrate Judge Sheri Pym**

**STIPULATED PROTECTIVE  
ORDER**

24 **1. A. PURPOSES AND LIMITATIONS**

25 Discovery in this action is likely to involve production of confidential,  
26 proprietary, or private information for which special protection from public disclosure  
27 and from use for any purpose other than prosecuting this litigation may be warranted.  
28 Accordingly, the parties hereby stipulate to and petition the Court to enter the

1 following Protective Order. The parties acknowledge that this Order does not confer  
2 blanket protections on all disclosures or responses to discovery and that the protection  
3 it affords from the public disclosure and use extends only to the limited information  
4 or items that are entitled to confidential treatment under the applicable legal  
5 principles. The parties further acknowledge, as set forth in Section 12.3, below, that  
6 this Stipulated Protective Order does not entitle them to file confidential information  
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
8 the standards that will be applied when a party seeks permission from the court to file  
9 material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action will likely involve law enforcement sensitive information, jail and  
12 custody sensitive information, law enforcement personnel information, medical  
13 information, third party contact information, and other information which special  
14 protection from public disclosure and from use for any other purpose other than for  
15 prosecution of this action is warranted.

16 The documents related to this matter may include but are not limited to the  
17 following: law enforcement personnel records, confidential medical records  
18 (including information implicating privacy rights of third parties), and documents  
19 which are otherwise generally unavailable to the public, or which may be privileged  
20 or otherwise protected from disclosure under state or federal statutes, court rules,  
21 case decisions, or common law. Accordingly, to expedite the flow of information, to  
22 facilitate the prompt resolution of disputes over confidentiality of discovery  
23 materials, to adequately protect information the parties are entitled to keep  
24 confidential, to ensure that the parties are permitted reasonable necessary uses of  
25 such material in preparation for and in the conduct of trial, to address their handling  
26 at the end of the litigation, and serve the ends of justice, a protective order for such  
27 information is justified in this matter. It is the intent of the parties that information  
28

1 will not be designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

5 **2. DEFINITIONS**

6       2.1 Action: Refers to this pending federal lawsuit Case No. 5:24-cv-01871-  
7 CBM-SPx.

8       2.2 Challenging Party: a Party or Non-Party that challenges the designation  
9 of information or items under this Order.

10       2.3 "CONFIDENTIAL" Information or Items: information (regardless of how  
11 it is generated, stored or maintained) or tangible things that qualify for protection  
12 under Federal Rule of Civil Procedure 26(c), and as specified above in the  
13 Good Cause Statement.

14       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
15 support staff).

16       2.5 Designating Party: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 "CONFIDENTIAL".

19       2.6 Disclosure or Discovery Material: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced  
22 or generated in disclosures or responses to discovery in this matter.

23       2.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the Action who has been retained by a Party or its counsel to serve as an  
25 expert witness or as a consultant in this Action.

26       2.8 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

2       2.9 Non-Party: any natural person, partnership, corporation, association, or  
3 other legal entity not named as a Party to this action.

4       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
5 to this Action but are retained to represent or advise a party to this Action and have  
6 appeared in this Action on behalf of that party or are affiliated with a law firm which  
7 has appeared on behalf of that party, and includes support staff.

8       2.11 Party: any party to this Action, including all of its officers, directors,  
9 employees, consultants, retained experts, and Outside Counsel of Record (and their  
10 support staffs).

11       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
12 Discovery Material in this Action.

13       2.13 Professional Vendors: persons or entities that provide litigation support  
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstratives, and organizing, storing, or retrieving data in any form or medium)  
16 and their employees and subcontractors.

17       2.14 Protected Material: any Disclosure or Discovery Material that is  
18 designated as "CONFIDENTIAL."

19       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
20 from a Producing Party.

21 **3. SCOPE**

22       The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or  
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
25 compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material.

27       ///

28

1 Any use of Protected Material at trial shall be governed by the orders of the  
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 **4. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations  
5 imposed by this Order shall remain in effect until a Designating Party agrees  
6 otherwise in writing or a court order otherwise directs. Final disposition shall be  
7 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
8 or without prejudice; and (2) final judgment herein after the completion and  
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
10 including the time limits for filing any motions or applications for extension of  
11 time pursuant to applicable law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

14 Each Party or Non-Party that designates information or items for protection  
15 under this Order must take care to limit any such designation to specific material  
16 that qualifies under the appropriate standards. The Designating Party must designate  
17 for protection only those parts of material, documents, items, or oral or written  
18 communications that qualify so that other portions of the material, documents,  
19 items, or communications for which protection is not warranted are not swept  
20 unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations  
22 that are shown to be clearly unjustified or that have been made for an improper  
23 purpose (e.g., to unnecessarily encumber the case development process or to  
24 impose unnecessary expenses and burdens on other parties) may expose the  
25 Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items  
27 that it designated for protection do not qualify for protection, that Designating  
28

1 Party must promptly notify all other Parties that it is withdrawing the inapplicable  
2 designation.

3       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
4 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
5 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
6 Order must be clearly so designated before the material is disclosed or produced.

7           Designation in conformity with this Order requires:

8           (a) for information in documentary form (e.g., paper or electronic documents,  
9 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
10 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
11 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
12 portion or portions of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
14 markings in the margins).

15           A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced. During the inspection and before  
18 the designation, all of the material made available for inspection shall be deemed  
19 "CONFIDENTIAL." After the inspecting Party has identified the documents, it wants  
20 copied and produced, the Producing Party must determine which documents, or  
21 portions thereof, qualify for protection under this Order. Then, before producing the  
22 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"  
23 to each page that contains Protected Material. If only a portion or portions of the  
24 material on a page qualifies for protection, the Producing Party also must clearly  
25 identify the protected portions) (e.g., by making appropriate markings in the margins).

26           (b) for testimony given in depositions that the Designating Party identify the  
27  
28

1 Disclosure or Discovery Material on the record, before the close of the deposition all  
2 protected testimony.

3 (c) for information produced in some form other than documentary and for any  
4 other tangible items, that the Producing Party affix in a prominent place on the exterior  
5 of the container or containers in which the information is stored the legend  
6 "CONFIDENTIAL." If only a portion or portions of the information warrants  
7 protection, the Producing Party, to the extent practicable, shall identify the protected  
8 portions).

9       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
10 to designate qualified information or items does not, standing alone, waive the  
11 Designating Party's right to secure protection under this Order for such material.  
12 Upon timely correction of a designation, the Receiving Party must make reasonable  
13 efforts to assure that the material is treated in accordance with the provisions of this  
14 Order.

15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16       6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
17 of confidentiality at any time that is consistent with the Court's Scheduling Order.

18       6.2 Meet and Confer. The Challenging party shall initiate the dispute resolution  
19 process under Local Rule 37.1 et. seq.

20       6.3 The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Frivolous challenges, and those made for an improper purpose  
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
23 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
24 or withdrawn the confidentiality designation, all parties shall continue to afford the  
25 material in question the level of protection to which it is entitled under the Producing  
26 Party's designation until the Court rules on the challenge.

27       ///

28

1      **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2      7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

9      Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12      7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 "CONFIDENTIAL" only to:

16            (a) the Receiving Party's Outside Counsel of Record in this Action, as  
17 well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19            (b) the officers, directors, and employees (including House Counsel)  
20 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

21            (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24            (d) the court and its personnel;

25            (e) court reporters and their staff;

26            (f) professional jury or trial consultants, mock jurors, and Professional

27

28

1 Vendors to whom disclosure is reasonably necessary for this Action and who  
2 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

3 (g) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information;

5 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
6 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
7 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
8 will not be permitted to keep any confidential information unless they sign  
9 the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
10 agreed by the Designating Party or ordered by the court. Pages of transcribed  
11 deposition testimony or exhibits to depositions that reveal Protected Material may  
12 be separately bound by the court reporter and may not be disclosed to anyone except  
13 as permitted under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
17 **PRODUCED IN OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation  
19 that compels disclosure of any information or items designated in this Action as  
20 "CONFIDENTIAL," that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification shall  
22 include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to  
24 issue in the other litigation that some or all of the material covered by the subpoena  
25 or order is subject to this Protective Order. Such notification shall include a copy  
26 of this Stipulated Protective Order; and

27 ///

28

1 (c) cooperate with respect to all reasonable procedures sought to be pursued  
2 by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

11 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a Non-  
14 Party in this Action and designated as "CONFIDENTIAL." Such information  
15 produced by Non-Parties in connection with this litigation is protected by the  
16 remedies and relief provided by this Order. Nothing in these provisions should be  
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to produce  
19 a Non-Party's confidential information in its possession, and the Party is subject to an  
20 agreement with the Non-Party not to produce the Non-Party's confidential  
21 information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality agreement  
24 With a Non- Party;

(c) If the Non-Party fails to seek a Protective Order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## 11 | 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

20 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 parties may incorporate their agreement in the stipulated protective order submitted  
4 to the court.

5 **12. MISCELLANEOUS**

6       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13       12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
16 Protected Material at issue. If a Party's request to file Protected Material under seal is  
17 denied by the court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the court.

19 **13. FINAL DISPOSITION**

20       After the final disposition of this Action, as defined in paragraph 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party or destroy such material. As used in this  
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
26 must submit a written certification to the Producing Party (and, if not the same person  
27 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
28

1 category, where appropriate) all the Protected Material that was returned or destroyed  
2 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or any other format reproducing or capturing any of the  
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
5 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
7 reports, attorney work product, and consultant and expert work product, even if such  
8 materials contain Protected Material. Any such archival copies that contain or  
9 constitute Protected Material remain subject to this Protective Order as set forth in  
10 Section 4 (DURATION).

11 **14.** Any violation of this Order may be punished by any and all appropriate  
12 measures including, without limitation, contempt proceedings and/or monetary  
13 sanctions.

14 **IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.**

15 DATED: June 11, 2025

**LYNBERG & WATKINS**  
A Professional Corporation

17  
18 By: */s/ Edward J. Southcott* \_\_\_\_\_  
19 **SHANNON L. GUSTAFSON**  
EDWARD J. SOUTHcott  
20 Attorneys for Defendants  
COUNTY OF SAN BERNARDINO  
SARAH VENCILL, DEJA HILL, and  
RONALDO UYKIMPANG  
21  
22  
23  
24  
25  
26  
27  
28

1 DATED: June 11, 2025

THE SEHAT LAW FIRM, PLC

2

3 By: */s/Cameron Sehat*  
4 **JEFFREY MIKEL**  
5 **CAMERON SEHAT**  
6 **MICHAEL SLATER**  
7 Attorneys for Plaintiff  
8 COOPER EVAN ROBINSON, A Person  
9 Who Lacks Legal Capacity, By and  
10 Through His GAL Kim Robinson

11 DATED: June 11, 2025

TRESSLER LLP

12 By: */s/ Corey E. Krueger*  
13 **COREY E. KRUEGER**  
14 Attorney for Defendant  
15 Inderpal Dhillon

16 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

17

18 DATED: July 25, 2025

19

20 By:   
21 **HONORABLE SHERI PYM**  
22 United States Magistrate Judge

23  
24  
25  
26  
27  
28

1 **EXHIBIT A**

2 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
4 or type full address], declare under penalty of perjury that I have read in its entirety  
5 and understand the Stipulated Protective Order that was issued by the United  
6 States District Court for the Central District of California on \_\_\_\_\_ [date] in the  
7 case of *Cooper Robinson A Person Who Lacks Legal Capacity, By And*  
8 *Through His Guardian Ad Litem, KIM ROBINS, individually v. County*  
9 *of San Bernardino, et al.*, Case No: 5:24-cv-01871-CBM(SPx). I agree to comply  
10 with and to be bound by all the terms of this Stipulated Protective Order and I  
11 understand and acknowledge that failure to so comply could expose me to sanctions  
12 and punishment in the nature of contempt. I solemnly promise that I will not  
13 disclose in any manner any information or item that is subject to this Stipulated  
14 Protective Order to any person or entity except in strict compliance with the  
15 provisions of this Order. I further agree to submit to the jurisdiction of the United  
16 States District Court for the Central District of California for the purpose of  
17 enforcing the terms of this Stipulated Protective Order, even if such enforcement  
18 proceedings occur after termination of this action. I hereby appoint  
19 [print or type full name] of \_\_\_\_\_ [print  
20 or type full address and telephone number] as my California agent for service of  
21 process in connection with this action or any proceedings related to enforcement  
22 of this Stipulated Protective Order.

23 Date:

24 City and State where sworn and signed:

25 Printed name:

26 Signature:

27

28

1 I certify that all parties to this document have consented to its filing and to the  
2 language contained herein and have authorized the undersigned to affix their  
3 electronic signatures.

4 DATED: June 11, 2025

5 **LYNBERG & WATKINS**  
6 A Professional Corporation

7 By: */s/Edward J. Southcott*

8 **SHANNON L. GUSTAFSON**  
9 **EDWARD J. SOUTHCOTT**  
10 Attorneys for Defendants  
11 COUNTY OF SAN BERNARDINO  
12 SARAH VENCILL, DEJA HILL, and  
13 RONALDO UYKIMPANG

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28